

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WESTFIELD INSURANCE COMPANY)	
)	
	<i>Plaintiff,</i>	
)	
-vs-)	
)	
MAXIM CONSTRUCTION CORPORATION, INC.,)	No. 15 cv 09358
the CITY OF CRYSTAL LAKE, ENVIROGEN)	
TECHNOLOGIES, INC., and the LAKE COUNTY)	
PUBLIC WATER DISTRICT)	
)	
	<i>Defendants.</i>	
)	
)	
)	
)	
)	

STIPULATION

NOW COME the Plaintiff, WESTFIELD INSURANCE COMPANY (“Westfield”), and the Defendant, ENVIROGEN TECHNOLOGIES, INC. (“Envirogen”), and hereby stipulate as follows:

1. Westfield filed the instant declaratory judgment action, seeking a declaration that it owes no duty to defend or indemnify its named insured, Maxim, with respect to separate actions filed by the City of Crystal Lake and Envirogen in connection with Maxim’s construction and installation of an allegedly defective water treatment system. Westfield also seeks a declaration that it does not owe a duty to defend or indemnify Maxim with respect to a third action filed by the Lake County Public Water District in connection with Maxim’s construction and installation of an allegedly defective water clarifier.

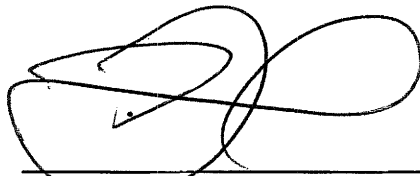
2. Envirogen hereby stipulates and agrees to be bound by any declaration, judgment, or other final order entered in this matter as to whether or not Westfield owes any duty to defend

or indemnify its named insured, Maxim, in the case 14-cv-02090 filed in the United States District Court for the Northern District of Illinois.

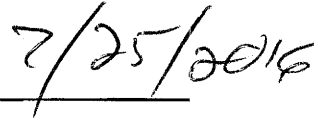
3. In consideration for this agreement, Westfield agrees to move the Court to dismiss Envirogen as a defendant in the instant action with prejudice and without costs to any party.

4. A copy of this stipulation shall be filed with the Court, and Westfield shall move the Court to enter an order dismissing Envirogen from this case in accordance herewith.

IT IS SO STIPULATED:



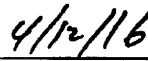
David Osborne, Attorney for WESTFIELD
INSURANCE COMPANY



Date



Nick Lee, Attorney for ENVIROGEN



Date